

MARQUIS AURBACH

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**Marquis Aurbach**

Brian R. Hardy, Esq.

Nevada Bar No. 10068

Alexander K. Calaway, Esq.

Nevada Bar No. 15188

10001 Park Run Drive

Las Vegas, Nevada 89145

Telephone: (702) 382-0711

Facsimile: (702) 382-5816

bhardy@maclaw.com

acalaway@maclaw.com

Attorneys for Defendant/Counterclaimant

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

LEONARD TUCKER, LLC, a Florida  
Limited Liability Company,

Plaintiff/Counterdefendant

vs.

CLEAN VISION CORPORATION, f/k/a  
BYZEN Digital, Inc., a Nevada Domestic  
Corporation,

Defendant/Counterclaimant

Case Number:

2:23-cv-00296-GMN-MDC

**STIPULATION AND ORDER TO  
EXTEND STAY PENDING  
ARBITRATION (THIRD REQUEST)**

Plaintiff/Counterdefendant Leonard Tucker, LLC (“Tucker”), by and through their counsel of record, Brooks T. Westergard, Esq., of the law firm of Dickinson Wright PLLC, and Defendant Clean Vision Corporation f/k/a Byzen Digital, Inc. (“Clean Vision” together with Tucker the “Parties”), by and through their counsel of record, Brian R. Hardy, Esq., and Alexander K. Calaway, Esq. of the law firm of Marquis Aurbach, hereby stipulate as follows:

1. On January 30, 2023, Tucker filed a Complaint in the Second Judicial District Court of the State of Nevada, generally alleging that Clean Vision breached a certain Consulting Agreement dated December 14, 2020 (the “Agreement”). ECF No. 1, Ex. A.

2. On February 24, 2023, Clean Vision filed a Notice of Removal in this Court, (ECF No. 1), and filed an Amended Notice of Removal on February 27, 2023. ECF No. 6.

MARQUIS AURBACH

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 Clean Vision’s removal documents allege, among other things, that “[r]emoval is proper  
2 [b]ecasue this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1332 and  
3 1441(b).

4 3. On February 27, 2023, Clean Vision also filed its Answer, Jury Demand,  
5 Affirmative Defenses, and Counterclaims against Leonard Tucker LLC and Leonard Tucker,  
6 individually. ECF No. 7. Clean Vision’s Answer generally alleges, among other things, that  
7 the Agreement is invalid and, alternatively, if the Agreement is valid, Tucker breached the  
8 Agreement. *Id.*

9 4. On March 10, 2023, the Parties submitted a Stipulation and Order to Stay  
10 Case Pending Arbitration, wherein the Parties requested “an Order from this Court staying  
11 this action pending the outcome of the alternate dispute resolution proceedings . . . pursuant  
12 to the Agreement” underlying the Parties’ dispute. (ECF No. 12 ¶ 10). The Stipulation and  
13 Order was granted, and this Court ordered that this Action would be stayed for a period of  
14 180 days. *See* ECF No. 14.

15 5. This Court also entered a Minute Order on March 10, 2023, ordering that the  
16 parties shall submit a Joint Status Report every ninety (90) days, beginning on June 8, 2023.

17 6. The Parties submitted a Joint Status Report on June 6, 2023, wherein the  
18 Parties informed the Court that arbitration proceedings were scheduled to begin on October  
19 30, 2023, in Las Vegas, Nevada. ECF No. 20 at 2.

20 7. The Parties attended Arbitration on January 22-23, 2024 in Las Vegas,  
21 Nevada, and received a decision from the Arbitrator on January 25, 2024, which ordered  
22 post-arbitration briefing from the Parties.

23 8. On March 4, 2024, the Parties submitted a Stipulation to Extend Stay  
24 Pending Arbitration (Second Request) (ECF No. 42), which was granted by this Court the  
25 same day (ECF No. 43).

26 9. On March 22, 2024, the Parties completed their post-arbitration briefing, and  
27 on March 15, 2024, the Parties attended a final Arbitration hearing regarding the post-  
28 arbitration briefing.

